

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT DIVISION

FAITH BIBLE MISSIONARY CHURCH, INC CIVIL ACTION NO. 23-cv-406

VERSUS JUDGE DONALD E. WALTER

CHURCH MUTUAL INSURANCE CO S I MAGISTRATE JUDGE HORNSBY

MEMORANDUM ORDER

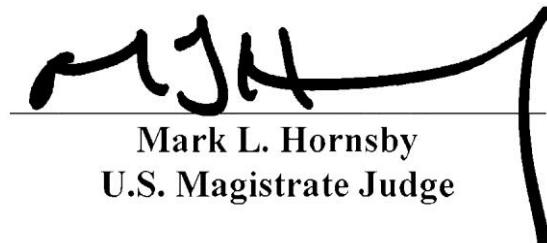
Church Mutual removed this case based on an assertion of diversity jurisdiction, which places the burden on it to establish complete diversity of citizenship and an amount in controversy in excess of \$75,000. The record now shows that there is complete diversity of citizenship, but Church Mutual arguably has not met its burden with respect to the amount in controversy. It will be allowed until **May 1, 2023** to file an amended notice of removal and attempt to set forth sufficient facts to meet its burden.

Removal is proper if the court finds, by a preponderance of the evidence, that the amount in controversy exceeds \$75,000 exclusive of interest and costs. The burden is on the removing party to show that removal is proper, and any doubts should be resolved against federal jurisdiction. Vantage Drilling Co. v. Hsin-Chi Su, 741 F.3rd 535, 537 (5th Cir. 2014). A defendant may satisfy its burden on that issue by: (1) demonstrating that it is “facially apparent” that the claims are likely above \$75,000, or (2) setting forth the facts in controversy—in the notice of removal or an affidavit—that support a finding of the requisite amount. Luckett v. Delta Airlines, 171 F.3d 295, 298 (5th Cir. 1999); Simon v. Wal-Mart Stores, Inc., 193 F.3d 848 (5th Cir. 1999).

Church Mutual's notice of removal asserts generally that the amount in controversy exceeds \$75,000, but it does not provide any particular facts about the claim at issue. The state court petition alleges that the roof of the church parsonage was damaged in a storm. Church Mutual tendered a payment, but the Church and its contractors assert that the damage is greater and will require replacement of the roof. Neither the amount of the tender nor the cost of the repairs appears to be included in the petition or its exhibits. The petition does pray for statutory penalties and attorneys fees, so a reasonable amount attributed to those elements will be considered in assessing the amount in controversy.

Wright Family Investments, LLC v. Jordan Carriers, Inc., 2012 WL 2457664 (W.D. La. 2012). The court will assess the record after the deadline for filing an amended notice of removal and determine whether (1) Church Mutual has met its burden or (2) the case must be remanded for lack of subject matter jurisdiction.

THUS DONE AND SIGNED in Shreveport, Louisiana, this 18th day of April, 2023.



Mark L. Hornsby
U.S. Magistrate Judge